



**Information  
Technology**

82 Airport Blvd.  
Aurora, CO 80011

Phone  
303-326-2005

FAX  
303-326-2010

Web  
[www.aps.k12.co.us](http://www.aps.k12.co.us)

TO: Federal Communications Commission (FCC)  
Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12th Street, SW  
Washington, DC 20554

FROM: Aurora Public Schools

DATE: February 25, 2009

CC: DOCKET No. 02-6

REQUEST FOR WAIVER

Mrs. Marlene H. Dortch,

Recently USAC denied a claim based on criteria concerning a contract date that looked to be incorrect. Our contract had been updated due a clerical error on the part of our vendor Qwest Communications, by where they provided the wrong contract and needed to rectify by re-issuing the correct contract. (Please see attached)

Unfortunately, I made an error in marking the correct day for appeal to be post-marked and missed it by ONE day. I am asking for a waiver of the SLD's decision to deny the appeal. I apologize for my clerical error and do not wish the district to lose funding based on that as this is my first appeal.

I am attaching all pertinent information for this appeal including a copy of the email sent to USAC originally, for the appeal. Your time and consideration is greatly appreciated.

Respectfully,

David J. Prescott  
Aurora Public Schools  
(303) 326-2154  
(303) 326-2010 fax

Attachments:

- USAC Decision Letter
- Copy of original Appeal letter
- Contracts in question (Voided and Corrected versions)
- Email with date sent for appeal
- Email from PIA Reviewer
- 470 application with Item 21 Attachment

**DAVID PRESCOTT - Appeal**

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**From:** "Appeals" <appeals@solixinc.com>  
**To:** "DAVID PRESCOTT" <DJPRESCOTT@aps.k12.co.us>  
**Date:** 2/10/2009 2:46 PM  
**Subject:** Appeal

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Thank you for submitting your correspondence by e-mail to the Schools & Libraries Division (SLD) of the Universal Service Administrative Company.

This message serves as a receipt confirmation of your submission.

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**Confidentiality Notice:** *The information in this e-mail and any attachments thereto is intended for the named recipient(s) only. This e-mail, including any attachments, may contain information that is privileged and confidential and subject to legal restrictions and penalties regarding its unauthorized disclosure or other use. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action or inaction in reliance on the contents of this e-mail and any of its attachments is **STRICTLY PROHIBITED**. If you have received this e-mail in error, please immediately notify the sender via return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession. Thank you for your cooperation.*



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# Letter of Appeal

**TO:** Schools and Libraries Division - Correspondence Unit  
100 S. Jefferson Rd  
P.O. Box 902  
Whippany, NJ 07981

**FROM:** David Prescott, Technician

**CC:** Jack Mellon, Telecommunications Manager

**DATE:** February 9, 2009

**SUBJECT:** Request of Appeal to 471 Application # 635155  
Form ID: YR11-08-Voice BLK 1

To Whom It May Concern:

Aurora Public Schools would like to request an appeal process for the 471 application # 635155 for which PIA and USAC have denied. We are contesting this decision based on communication with Ruchi Patel by where we believed that the documentation provided was sufficient. As per email sent from Ruchi Patel on November 3, 2008. {See Attached}

During PIA review, our reviewer, Ruchi Patel, requested information explaining why two contacts were provided and why one was voided. We advised Ruchi Patel that the VENDOR Qwest Communications wrote up the wrong type of contract "Interstate" rather than "Intrastate". Thus requiring a new signed and countersigned contract to rectify and clarify the correct type of circuit and contract pricing.

Copies of both contracts were emailed to Ruchi Patel on October 13, 2008 to illustrate the vendor error. No further comments or questions were asked regarding the contract issue.

The Bishop Perry order states that USAC "shall inform applicants promptly in writing of any and all ministerial or clerical errors that are detected in their applications, along with a clear and specific explanation of how the applicant can remedy those errors." Notification was provided however a clear and specific explanation on how to remedy the error was not provided.

We believe that this documentation was sufficient to prove clerical mistakes that were not made by any representative of Aurora Public Schools and did not cause a program violation. The FCC rule states that a signed contract must be in place at the time of submission of the FCC form 471. Aurora Public Schools had a signed contract in place when the form 471 was submitted.

Qwest made the error and did not nullify the original agreement thus we believe the funding decision should be overturned as a result; granting our reimbursement of \$39,478.03 for 471 Application Number: 635155.

We will be happy to provide any further documentation requested by USAC and PIA for further review should this be necessary.

For your convenience I have attached the two contracts along with this letter as well as a copy of the email received from Ruchi on November 3, 2008.

Respectfully,

A handwritten signature in black ink, appearing to read "David Prescott", with a stylized flourish at the end.

David Prescott  
Aurora Public Schools  
(303) 326 - 2154



WRONG CONTRACT

Acknowledgment Number: \_\_\_\_\_

**QWEST CORPORATION**  
**INTERSTATE PRIVATE LINE TRANSPORT SERVICES PRICING PLAN ACKNOWLEDGMENT**

Aurora Public Schools  
Customer's Legal Name ("Customer")

Customer hereby orders from Qwest Corporation ("Qwest") the Qwest Interstate Access Service ("Service") indicated below ("Acknowledgment"). Customer understands and agrees that Qwest provides Service solely under the regulations, rates, and charges of Interstate Access Tariff F.C.C. No. 1 ("Tariff"). In the event of a conflict between this Acknowledgment, Qwest Records and/or the Tariff, the Tariff prevails. Service is subject to the Credit Allowance for Service Interruptions in the Tariff which provides Customer's sole and exclusive remedy for interruptions of any kind to the Service.

**SERVICE REQUESTED**  
(Choose one Service per form)

ANALOG/DATA SERVICES	VIDEO DATA SERVICES	HIGH CAPACITY SERVICES
<input type="checkbox"/> Analog Private Line Service	<input type="checkbox"/> Broadcast Video Service	<input checked="" type="checkbox"/> DS Level DS1/1.544 Mbps
<input type="checkbox"/> Analog Voice Grade (Select Plan)	<input type="checkbox"/> HDTV-NET SDI	<input type="checkbox"/> SST/ (Select OC-N)
<input type="checkbox"/> SVDS / (Select Speed)		<input type="checkbox"/> SHNS/ (Select OC-N)
<input type="checkbox"/> Digital Data / (Select Speed)		

Provide Service between 82 AIRPORT BLVD and 17301 E ARKANSAS AV  
(Qwest will provide and maintain the Service at the locations and quantities as requested by Customer and evidenced by Qwest records, hereby incorporated by reference.)  
Billing No. K 303 343-4624 Circuit ID 29.DHDA.211554  
Optional Features: (Insert any optional features ordered such as SHARP, COMMAND A LINK, etc.)  
Comments: (Insert any special instructions/notes)

☐ If checked, additional Service information is attached to this Acknowledgment, however, attachments will not add to or change the regulations, rates, terms, and/or charges of the Tariff.  
☐ If checked, Customer hereby certifies that Service listed above qualifies for exemption of the Private Line Surcharge in accordance with the Tariff under exemption category . Written notification will be provided to Qwest at such time the exemption is no longer applicable due to changes or re-termination of any Service.

**RATE PLAN**

The following Monthly and Nonrecurring Rates ("Rates") for Service reflect the Rates currently in effect in the Tariff. Customer understands the actual Rates will be the Rates in effect in the Tariff on the first date of installation of Service, or for existing Service, the date the service order is completed by Qwest. Customer will also pay Qwest all applicable taxes, usual and customary surcharges, and all government imposed fees and charges that relate to the Service or installation rendered hereunder, excluding the Private Line Surcharge, if Customer qualifies, and if that box is appropriately checked on this Acknowledgment.

**Total Monthly Rate: \$3,983.40 as of July 1, 2008**

**Total Nonrecurring Rate: \$0.00 as of July 1, 2008**

Customer has selected a Pricing Plan ("Plan") which protects the Monthly Recurring Rate from Qwest initiated Rate increases for 60 months ("Plan Term"). Customer understands that if Customer disconnects Service, in whole or in part, prior to the completion of the Plan Term, the Tariff's termination liability charges may apply. If Customer: (a) cancels an order for Service prior to the date Service is available for use; or (b) is unable to accept Service within 30 business days after the original service date, the Tariff's cancellation charges may apply. Qwest may assess a separate dispatch fee for Customer-requested technician visits for problems not caused by Qwest facilities or equipment. Any requested repairs of Customer's facilities or equipment are not included in the dispatch fee and will be charged on a time-and-materials basis. Customer will provide or secure at Customer's expense the following items necessary for Qwest to install, operate, or maintain Service and associated Qwest equipment (if any) on Customer's side of the demarcation point: (a) appropriate space and power; and (b) rights or licenses. These items may include, for example, rights to use or install pathways, shafts, risers, conduits, telephone closets, interior wiring, service areas, racks, cages, and utility connections or entries required to reach points of termination.

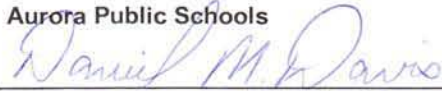
Customer has chosen a Plan based on a specific term commitment and as such understands the rates provided herein are based upon Customer completing an entire Plan Term for the subject Service; therefore, ANY ADDITIONS TO SERVICE WILL REQUIRE A NEW ACKNOWLEDGMENT FORM DESIGNATING THE APPLICABLE PLAN TERM.

This Acknowledgment will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding arising out of, or relating to this Acknowledgment, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Acknowledgment not initiating the action. Notwithstanding the foregoing, Qwest may initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Acknowledgment on a class or consolidated basis or in a representative capacity.

This Acknowledgment constitutes the entire understanding between Qwest and Customer with respect to Service provided herein and supersedes any prior acknowledgments, agreements, or understandings. Neither party will, without the prior written consent of the other party: (a) issue any public announcement regarding this Acknowledgment or use the name or marks of the other party or its affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Acknowledgment) the Confidential Information of the other party, during the term of the Acknowledgment and for two years thereafter. Such consent may only be given on behalf of Qwest by its Legal Department. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Acknowledgment by the receiving party or is already known or is independently developed by the receiving party. Customer may not assign this Acknowledgment or any of its rights or obligations hereunder without the prior written consent of Qwest which will not be unreasonably withheld. Customer may not assign to a reseller or telecommunications carrier under any circumstances and represents that it will not resell the Service.

**Aurora Public Schools**



Authorized Signature

Dan Davis

Name Typed or Printed

Chief Information Officer

Title

2/6/08

Date

**Qwest Corporation**

Authorized Signature

Name Typed or Printed

Title

2/6/08

Date



## NON-APPROPRIATIONS ADDENDUM

This is an addendum ("Addendum") to a Qwest service agreement with Qwest Content ID: \_\_\_\_\_ ("Underlying Agreement") between Aurora Public Schools ("Customer") and Qwest Corporation ("Qwest") for Interstate DS1s Service ("Service").

1. The purpose of this Addendum is to supplement the Underlying Agreement as follows:

Customer intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period: 1) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; 2) Customer agrees to use all reasonable and lawful means to secure these appropriations; 3) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Qwest), Customer may terminate this Agreement by giving Qwest not less than 30 days prior written notice. Upon termination Customer will remit all amounts due and all costs reasonably incurred by Qwest through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period.

2. Except as modified herein, terms and conditions of the Underlying Agreement will remain in full force and effect.

The parties hereby execute and authorize this addendum as of the latest date shown below:

**Customer**



\_\_\_\_\_  
Authorized Signature

Dan Davis

\_\_\_\_\_  
Name Typed or Printed

Chief Information Officer

\_\_\_\_\_  
Title

2/6/08

\_\_\_\_\_  
Date

**Qwest Corporation**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

2/6/08

\_\_\_\_\_  
Date

## QWEST CIRCUIT INVENTORY

BILLING TELE-PHONE NO. (BTN)	ADDRESS/CIRCUIT ID	CIRCUIT TYPE	QTY. or Channel Terminations	Surcharge Exemption Code, if applicable *
K-303-343-4888-	29.DHDA.222765	DS1	1	105.80
K-303-343-4624-588M	29.DHDA.211554	DS1	1	\$235.80
K-303-343-4699-322M	29.DHDA.212731	DS1	1	\$105.80
K-303-343-4551-740M	29.DHDA.235265	DS1	1	\$275.80
K-303-343-4630-594M	29.DHDA.211578	DS1	1	\$275.80
K-303-343-4916-784M	29.DHDA.230604	DS1	1	\$275.80
K-303-343-4703-326M	29.DHDA.212735	DS1	1	\$105.80
K-303-343-4700-323M	29.DHDA.212732	DS1	1	\$105.80
K-303-343-4554-743M	29.DHDA.235268	DS1	1	\$235.80
K-303-343-4627-591M	29.DHDA.211557	DS1	1	\$235.80
K-303-343-4552-741M	29.DHDA.235266	DS1	1	\$105.80
K-303-343-4698-321M	29.DHDA.212730			\$235.80
K-303-343-4622-586M	29.DHDA.211552			\$105.80
K-303-343-4702-325M	29.DHDA.212734			\$235.80
K-303-343-4620-584M	29.DHDA.211550			\$105.80
K-303-343-4628-592M	29.DHDA.211558			\$105.80
K-303-343-4553-742M	29.DHXX.235267			\$105.80
K-303-343-4626-590M	29.DHDA.211556			\$235.80
K-303-343-4621-585M	29.DHDA.211551			\$235.80
K-303-343-4625-589M	29.DHDA.211555			\$105.80
K-303-343-4633-305M	29.DHDA.211265			\$105.80
K-303-343-4697-320M	29.DHDA.212729			\$235.80
K-303-343-4701-324M	29.DHDA.212733			\$105.80

\* Customer hereby certifies that Service qualifies for exemption of the Private Line Surcharge in accordance with the Tariff. Written notification will be provided to Qwest at such time the exemption is no longer applicable due to changes or re-termination of any Service.



# Qwest Communications

## AURORA PUBLIC SCHOOLS OC12

Quote Type:

In-Region SST Private Line

Quote ID:

32607239-2/6/2008

### LOCATION INFORMATION

#### Location A

Customer Premises

303

340

Yes

Site Type

NPA

NXX

SHARP Protection

OC12 Circuit Interface

DS1

DS3

DS3 VT Mux

STS1

STS1 VT Mux

OC3

OC3 CO Mux

OC12

#### Location Z

Central Office

303

340

No

0

2

2

0

0

0

0

0

### PRICING

(An additional surcharge may be assessed for these services if connecting to certain customer equipment)

Qty	Element	USOC	Mo to Mo	12 Mo	24 Mo	36 Mo	60 Mo
1	CO Node (PF1)	FC5	\$3,000.00	\$2,910.88	\$2,819.30	\$2,729.45	\$2,402.48
1	Remote Node (PF1)	FP5	\$1,900.00	\$1,900.00	\$1,900.00	\$1,800.00	\$1,500.00
2	CO DS3 Port (PF2)	FHKGX	\$138.00	\$138.00	\$138.00	\$138.00	\$138.00
2	Remote DS3 Port (PF2)	FHLGX	\$138.00	\$138.00	\$138.00	\$138.00	\$138.00
4	OC12 - VT Mux DS3 Port (PF2)	F9T4X	\$1,120.00	\$1,120.00	\$1,120.00	\$1,120.00	\$1,120.00
2	COCC (PF2)	FQ5OU	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
1	SHARP - with credit (PF2)	FADCX	\$750.00	\$727.00	\$705.00	\$675.00	\$600.00
<b>TOTALS MRC:</b>			<b>\$7,066.00</b>	<b>\$6,953.88</b>	<b>\$6,840.30</b>	<b>\$6,620.45</b>	<b>\$5,918.48</b>
<b>NRC:</b>			<b>\$1,769.25</b>	<b>\$1,757.25</b>	<b>\$1,743.25</b>	<b>\$1,729.25</b>	<b>\$1,729.25</b>

# Qwest Communications

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## Terms and Conditions

These rates represent the rates if the service turns up on 'Orig. Quote Date' found in the footer of this document.  
Actual billing rates will be the rates that are effective in the tariff on the day the actual SST system is placed into service.



Dan Davis  
Chief Information Officer  
Customer Signature

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Qwest Rep. Signature

2/6/08

---

Date Signed

**QWEST NETWORK SERVICE AGREEMENT  
QWEST DS1 SERVICE**

**Intrastate**

Agreement Number: \_\_\_\_\_  
Billing Number: see Attachment

This Qwest Corporation Intrastate DS1 Service Agreement ("Agreement") is between **Aurora Public Schools** ("Customer") and Qwest Corporation, ("Qwest") and is effective on the date Qwest signs it ("Effective Date"). Qwest will provide, and Customer will purchase, Qwest Intrastate DS1 Service provided under this Agreement ("Service"). Any Qwest tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into the Agreement by reference and made a part of the Agreement. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. Qwest reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

**1. Description of Service.**

**1.1** Qwest will provide Service up to the Standard Network Interface ("SNI") at Customer's premises. The SNI is that location where Qwest's protected network facilities end and Customer's inside wiring or network begins.

**1.2** Service provides for the two-way transmission of 1.544 Megabits per second ("Mbit/s") on a point-to-point basis only. Service may be provisioned on copper, fiber, or other suitable facilities, at Qwest's discretion, and it may be used for the transmission of voice, data, and/or video signals. Service is available between: (a) two customer-designated premises; (b) a customer-designated premises and a Qwest serving wire center; or (c) Qwest serving wire centers. When Service is requested between two Qwest serving wire centers, Central Office Multiplexers ("COMs") must also be ordered for each serving wire center of the DS1 circuit, and Private Line Transport service must be ordered to connect each COM to the Customer's premises.

**1.3** Customer understands and agrees that Qwest supplies Service as an Intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is Customer's responsibility to ensure that Customer uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify Qwest of such use and to place an order for appropriate service. Qwest will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's telecommunications service including, but not limited to all applicable Qwest Access Tariff F.C.C. No. 1 interstate access charges or intrastate Tariff access charges.

**2. Term.**

**2.1** This Agreement will commence on the date on which Qwest signs it, following Customer's execution of this Agreement ("Effective Date"), and it expires 60 months from the date Service is available to Customer, as evidenced by Qwest records ("Initial Term"). After the expiration of the Initial Term, this Agreement will continue automatically on a month-to-month basis unless a party notifies the other party in writing of its desire not to renew this Agreement at least 60 calendar days, and no more than 120 calendar days, prior to the end of the Initial Term. After the Initial Term, either party may terminate this Agreement upon 30 calendar days prior written notice. The Initial Term and any month-to-month period thereafter will be collectively referred to as the "Term."

**2.2** After the Initial Term, Customer will pay for Service at Qwest's then-current rates. Qwest will inform Customer of its then-current rates for Service upon written request.

**3. Service Ordered.**

**3.1** Customer orders and Qwest will supply Service as follows.

No. of Circuits	Address of Circuit Location 1	Address of Circuit Location 2
1	82 AIRPORT BLVD AURORA	117301 E ARKANSAS AV, AURORA
1	82 AIRPORT BLVD AURORA	15700 E 1 AV, AURORA
1	82 AIRPORT BLVD AURORA	1701 ESPANA, AURORA
1	82 AIRPORT BLVD AURORA	17600 E COLUMBIA AV, AURORA
1	82 AIRPORT BLVD AURORA	17401 E DARTMOUTH AV, AURORA
1	82 AIRPORT BLVD AURORA	3050 S LAREDO, AURORA
1	82 AIRPORT BLVD AURORA	1275 FRASER, AURORA
1	82 AIRPORT BLVD AURORA	1368 AIRPORT BLVD, AURORA
1	82 AIRPORT BLVD AURORA	1300 S SABLE BLVD, AURORA
1	82 AIRPORT BLVD AURORA	16701 E IOWA AV, AURORA
1	82 AIRPORT BLVD AURORA	800 JAMAICA, AURORA
1	82 AIRPORT BLVD AURORA	14601 E JEWELL AV, AURORA
1	82 AIRPORT BLVD AURORA	1350 LAREDO, AURORA
1	82 AIRPORT BLVD AURORA	1955 S TELLURIDE, AURORA
1	82 AIRPORT BLVD AURORA	12095 MONTVIEW BLVD, AURORA
1	82 AIRPORT BLVD AURORA	1635 PARIS, AURORA



**QWEST NETWORK SERVICE AGREEMENT****QWEST DS1 SERVICE****Intrastate**

1	82 AIRPORT BLVD AURORA	500 AIRPORT BLVD, AURORA
1	82 AIRPORT BLVD AURORA	17599 E ILIFF AV, AURORA
1	82 AIRPORT BLVD AURORA	19191 E ILIFF PL, AURORA
1	82 AIRPORT BLVD AURORA	560 VAUGHN, AURORA
1	82 AIRPORT BLVD AURORA	12310 E PARKVIEW DR, AURORA
1	82 AIRPORT BLVD AURORA	18101 E VASSAR AV, AURORA
1	82 AIRPORT BLVD AURORA	10100 E 13TH AVE, AURORA

**3.2** Qwest will notify Customer of the date Service ordered is available to Customer under this Agreement. In the event Customer is unable or unwilling to accept service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after this Grace Period, Customer still has not accepted Service Qwest may, at its sole discretion, after consultation with Customer either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date Service is available for use or is unable to accept the Service during the Grace Period and Qwest cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

**4. Payment.** Customer must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable federal, state, and local taxes, surcharges, and other similar charges ("Taxes") assessed in connection with Customer's Service. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer will pay those charges listed below. The charges for Services under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from, and regardless of, Customer's purchase of any customer premises equipment or enhanced services from Qwest.

Total Monthly Recurring Charge ("MRC"): \$4,446.41  
Total Nonrecurring Charge ("NRC"): \$0.00

**5. Changes to Service.** Pursuant to the applicable Tariff, if any, Customer may move the physical location of all or part of the Service to another location within the same Qwest intrastate, intraLATA serving area, including within a building or among buildings. Customer will pay all of the then-current installation and other charges for any such move. If the move is within the same building or between buildings located on the same premises, such as between buildings in an office park, an amendment is not required. If the move is between buildings not on the same premises, an amendment to this agreement is required. The Agreement's existing Term and Minimum Service Period will not change as a result of a move.

**6. Termination.**

**6.1** Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Qwest of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. Prior to the conclusion of the Term, if Service and/or this Agreement is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for a termination charge "Termination Charge" of:

(a) If during the first 12 months of Service ("Minimum Service Period"), Customer will pay all accrued and unpaid charges for Service provided through the effective date of such termination plus a Termination Charge of 100% of the MRCs for the terminated Service (or any fraction thereof), multiplied by the number of months, or portion thereof, remaining in the Minimum Service Period, plus 40% of the MRCs for the terminated Service (or any fraction thereof), multiplied by the number of months after the Minimum Service Period remaining in the Initial Term.

(b) If after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus a Termination Charge of 40% of the MRCs for the terminated Service (or any fraction thereof), multiplied by the number of months, or portion thereof, remaining in the Initial Term.

**6.2** A Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other Qwest-provided service(s); (b) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges); (c) Customer places the orders to discontinue Service and establish new service at the same time; and (d) a new minimum service period goes into effect when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

**QWEST NETWORK SERVICE AGREEMENT  
QWEST DS1 SERVICE  
Intrastate**

**6.3** Qwest may: (a) immediately suspend all or any part of the Service; and/or (b) terminate this Agreement (effective after the applicable notice period): (i) for Cause (as defined herein); or (ii) upon written notice if Customer becomes or is declared insolvent or bankrupt or is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it.

**7. Interruptions to Service.** Tariff specifies the credit allowance due Customer, if any, for interruptions to Service which are not caused by Customer. In the absence of a Tariff, the provisions of Qwest's F.C.C.1 Access Service Tariff will apply with respect to any credit allowance due Customer for interruptions to Service.

**8. Disclaimer Of Warranties.** QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE.

**9. Limitation of Liability.** NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY AND ALL CLAIMS RELATED TO THE SERVICE WILL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE INTERRUPTIONS TO SERVICE SECTION; OR (B) IF SUCH SECTION DOES NOT APPLY, THE TOTAL MRCS PAID, OR PAYABLE, BY CUSTOMER TO QWEST FOR SERVICE IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. This limitation of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under this Agreement (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

**10. Personal Injury, Death, and Property Damage.** Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under the Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER.

**11. Indemnification.** Customer will defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to the use, modification, or resale of the Service by Customer or End Users. "End Users" means Customer's members, end users, customers, or any other third parties who use or access the Service or the Qwest network via the Service. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

**12. Confidentiality; Publicity.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

**13. Governing Law; Dispute Resolution.**

**13.1 Governing Law; Forum.** This Agreement will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

**13.2 Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

**14. Notices.** Unless otherwise provided herein, all required notices to Qwest must be in writing, sent to 1801 California St., #900, Denver, CO 80202; fax#: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in Qwest's

**QWEST NETWORK SERVICE AGREEMENT**  
**QWEST DS1 SERVICE**  
**Intrastate**

records; Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**15. General Provisions.** Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or telecommunications carrier under any circumstances and represents that it will not resell the Service. The Agreement is intended solely for Qwest, and not to benefit any other person or entity (e.g., End Users). If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the Tariff, this Agreement, and Qwest records. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by Qwest, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to the Agreement.

**16. Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Qwest and supersedes all prior oral or written agreements or understandings relating to this subject matter.

The parties have read, understand, and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement.

Aurora Public Schools

*Daniel M. Davis*

Authorized Signature

*Daniel M. Davis*

Name Typed or Printed

*Chief Information Officer*

Title

*8/21/2008*

Date

Address for Notices:

15701 E 1ST AVE

AURORA CO 80011-9060

Qwest Corporation

*Thomas R. Passgol*

Authorized Signature

*Thomas R. Passgol*

Name Typed or Printed

*Manager Sales Engineering*

Title

*8/21/2008*

Date



## NON-APPROPRIATIONS ADDENDUM

This is an addendum ("Addendum") to a Qwest service agreement with Qwest Content ID: ("Underlying Agreement") between Aurora Public Schools ("Customer") and Qwest Corporation ("Qwest") for Intrastate DS1 Service ("Service").

1. The purpose of this Addendum is to supplement the Underlying Agreement as follows:

Customer intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period: 1) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; 2) Customer agrees to use all reasonable and lawful means to secure these appropriations; 3) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Qwest), Customer may terminate this Agreement by giving Qwest not less than 30 days prior written notice. Upon termination Customer will remit all amounts due and all costs reasonably incurred by Qwest through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period.

2. Except as modified herein, terms and conditions of the Underlying Agreement will remain in full force and effect.

The parties hereby execute and authorize this addendum as of the latest date shown below:

Customer

Authorized Signature

Name Typed or Printed

Title

Date

Qwest Corporation

Authorized Signature

Name Typed or Printed

Title

Date

David,

I believe this should be sufficient. If I do require anything else, I will let you know.

Thank you,

Ruchi

---

**From:** DAVID PRESCOTT [mailto:DJPRESOTT@aps.k12.co.us]

**Sent:** Friday, October 31, 2008 3:25 PM

**To:** Patel, Ruchi

**Subject:** Fwd: ERate App#633979-7-day reminder

Ruchi,

Attached is an Excel sheet with a break out of all the FRN's and the associated BTN's.  
Each of these lines are T1's. I have included their circuit id's should you need them as well.

Please let me know if this is acceptable.

Respectfully,

David J. Prescott  
IT Technician, Computer Applications  
303-326-2000 x28288

"Learning is a treasure which accompanies us everywhere!" <Unknown>

>>> "Patel, Ruchi" <RRPATEL@sl.universalservice.org> 10/27/2008 6:37 AM >>>  
Please see attached.

***Ruchi R. Patel***

Associate Manager - PIA  
Schools and Libraries Division  
Phone # 973-581-5273  
Fax # 973-599-6578  
Email: rrpate@sl.universalservice.org

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*you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action or inaction in reliance on the contents of this e-mail and any of its attachments is **STRICTLY PROHIBITED**. If you have received this e-mail in error, please immediately notify the sender via return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession. Thank you for your cooperation.*



FCC Form

Approval by OMB  
3060-0806**470**

## Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

### Block 1: Applicant Address and Identifications

Form 470 Application Number: **441820000631753**Applicant's Form Identifier: **2008 - Year 11**Application Status: **CERTIFIED**Posting Date: **12/12/2007**Allowable Contract Date: **01/09/2008**Certification Received Date: **12/12/2007****1. Name of Applicant:****AURORA PUBLIC SCHOOLS****2. Funding Year:****07/01/2008 - 06/30/2009****3. Your Entity Number****142119****4a. Applicant's Street Address, P.O.Box, or Route Number****82 AIRPORT BLVD**

City

**AURORA**

State

**CO**

Zip Code

**80011-6203****b. Telephone number****(303) 326- 2005****c. Fax number****(303) 326- 2010****5. Type Of Applicant**

Individual School (individual public or non-public school)



School District (LEA;public or non-public[e.g., diocesan] local district representing multiple schools)



Library (including library system, library outlet/branch or library consortium as defined under LSTA)



Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)

**6a. Contact Person's Name:** Rhonda Genaro

First, if the Contact Person's Street Address is the same as in **Item 4** above, check this box. If not, please complete the entries for the Street Address below.

**6b. Street Address, P.O.Box, or Route Number****82 AIRPORT BLVD**

City

State

Zip Code

**AURORA****CO****80011-6203**

Check the box next to your preferred mode of contact and provide your contact information. One box **MUST** be checked and an entry provided.

**6c. Telephone Number (303) 326- 2005****6d. Fax Number (303) 326- 2010****6e. E-mail Address rlgearo@aps.k12.co.us**

## Block 2: Summary Description of Needs or Services Requested

### 7 This Form 470 describes (check all that apply):

- a. ☒ Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.
- b. ☒ Services for which a new written contract is sought for the funding year in Item 2.  
Check if you are seeking ☐ a multi-year contract and/or ☒ a contract featuring voluntary extensions
- c. ☒ A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.

**NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.**

What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.

### 8 ☒ Telecommunications Services

**Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.**

- a. ☐ **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at at or via (check one):  
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

- b. ☒ **NO**, I have not released and do not intend to release an RFP for these services.

**Whether you check YES or NO**, you must list below the Telecommunications Services you seek. Specify each **service or function** (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

- c. ☒ **Check this box if you prefer discounts on your bill.** ☐ **Check this box if you prefer reimbursement after paying your bill in full.** ☐ **Check this box if you do not have a preference.**

#### Service or Function:

**1FB - Centrex**  
**Alarms**  
**Voice**  
**Cellular**

#### Quantity and/or Capacity:

**District Wide**  
**District Wide**  
**District Wide**  
**450 phones**

OC12 -  
Loops (Radio Repeaters)  
T3  
DS3  
Pagers  
TollFree  
Long Distance  
Directory Assistance

District Wide  
District Wide  
District Wide  
District Wide  
District Wide  
District Wide  
District Wide  
District Wide

9 ☒ Internet Access

***Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.***

a ☐ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ NO, I have not released and do not intend to release an RFP for these services.

**Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.**

c ☐ Check this box if you prefer discounts on your bill. ☐ Check this box if you prefer reimbursement after paying your bill in full. ☐ Check this box if you do not have a preference.

Service or Function:

Internet Access Blackberry

Quantity and/or Capacity:

20 users

10 ☐ Internal Connections Other than Basic Maintenance

***Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.***

a ☐ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ NO, I have not released and do not intend to release an RFP for these services.

**Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.**

c ☐ Check this box if you prefer discounts on your bill. ☐ Check this box if you prefer reimbursement after paying your bill in full. ☐ Check this box if you do not have a preference.

11 ☐ Basic Maintenance of Internal Connections

**Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.**

**a** ☒ **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

**b** ☒ **NO**, I have not released and do not intend to release an RFP for these services.

**Whether you check YES or NO**, you must list below the Basic Maintenance Services you seek. Specify each **service or function** (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

**c** ☒ Check this box if you prefer discounts on your bill. ☒ Check this box if you prefer reimbursement after paying your bill in full. ☒ Check this box if you do not have a preference.

**Service or Function:**

Operating System  
Firewall

**Quantity and/or Capacity:**

District Wide  
District Wide

**12 (Optional)** Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.

Name:

Jack Mellon

Title:

Manager, Telecommunications

Telephone number

(303) 326 - 1932

Fax number

(303) 326 - 2010

E-mail Address

jmmellon@aps.k12.co.us

**13a.** ☒ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or a Web address where they are posted and provide a contact name and telephone number.

**A Colorado constitutional amendment prohibits public schools and libraries from entering into multiple-year financial obligations, such as multi-year contracts, without pre-allocation of the funds unless the local voters have previously approved such an obligation. [Colo. Const. Article X, Section 20(4)(b)] However, funding agreements, including multi-year contracts, that are subject to annual appropriations by a governing board, such as a school board, generally are allowed and are not subject to this constitutional provision since the governing board decides each year to make a particular expenditure.?**

☐ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

**13b.** If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below (including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

### Block 3: Technology Resources

- 14. ☐ Basic telephone service only:** If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).
- 15.** Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.
- a. Desktop software: Software required ☒ has been purchased; and/or ☐ is being sought.
  - b. Electrical systems: ☒ adequate electrical capacity is in place or has already been arranged; and/or ☐ upgrading for additional electrical capacity is being sought.
  - c. Computers: a sufficient quantity of computers ☒ has been purchased; and/or ☐ is being sought.
  - d. Computer hardware maintenance: adequate arrangements ☒ have been made; and/or ☐ are being sought.
  - e. Staff development: ☒ all staff have had an appropriate level of training /additional training has already been scheduled; and/or ☐ training is being sought.
  - f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.

### Block 4: Recipients of Service

#### 16. Eligible Entities That Will Receive Services:

Check the ONE choice (Item 16a, 16b or 16c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

- a. ☐ Individual school or single-site library.
- b. ☐ Statewide application for (enter 2-letter state code) representing (check all that apply):
  - ☐ All public schools/districts in the state:
  - ☐ All non-public schools in the state:
  - ☐ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☐ If checked, complete Item 18.

- c. ☐ School district, library system, or consortium application to serve multiple eligible entities:



Number of eligible sites    **57**

*For these eligible sites, please provide the following*

Area Codes

Prefixes associated with each area code



(list each unique area code)	(first 3 digits of phone number) separate with commas, leave no spaces
303	205, 218, 232, 234, 257, 260, 270, 271, 290, 291, 
720	205, 218, 232, 234, 257, 260, 270, 271, 290, 291, 

**17. Billed Entities**

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity	Entity Number
AURORA HILLS MIDDLE SCHOOL	93246
MRACHEK MIDDLE SCHOOL	93255
CENTURY ELEMENTARY SCHOOL	93274
Fletcher Elementary School	221804
KENTON ELEMENTARY SCHOOL	93213
LANSING ELEMENTARY SCHOOL	93219
NORTH MIDDLE SCHOOL	93207
PARIS ELEMENTARY SCHOOL	93210
APS COMMUNITY CAMPUS	93241
AURORA PUBLIC SCHOOLS ADMINISTRATION BUILDING	145814
BUSINESS/INFORMATION AND TECHNOLOGY SERVICES	203994
CENTRETECH ED SERVICES CENTER	203995
CHILD DEVELOPMENT CENTER	16022784
ELKHART ELEMENTARY SCHOOL	93231
SABLE ELEMENTARY SCHOOL	93221
VAUGHN ELEMENTARY SCHOOL	93229
DALTON ELEMENTARY SCHOOL	93258
HOFFMAN HEIGHTS	16045073
JAMAICA ELEMENTARY SCHOOL	93217
MONTVIEW ANNEX	203287
HIGHLINE BUILDING	167224
PARK LANE ELEMENTARY SCHOOL	93220
SIXTH AVENUE ELEMENTARY SCHOOL	93239
TOLLGATE ELEMENTARY SCHOOL	93293
SOMERSET VILLAGE	16045074
BOSTON ELEMENTARY SCHOOL	93211
MONTVIEW ELEMENTARY SCHOOL	93206
CLYDE MILLER ELEMENTARY SCHOOL	93224
LAREDO ANNEX	221805
VIRGINIA COURT ELEM SCHOOL	93244

YALE ELEMENTARY SCHOOL	93256
AURORA QUEST K-8	16045071
TRANSITION / INTERCEPT CENTER	16045072
CRAWFORD ELEMENTARY SCHOOL	93209
Aurora Frontier K-8 School	16032930
DARTMOUTH ELEMENTARY SCHOOL	93257
AURORA PUBLIC SCHOOLS	142119
FULTON ELEMENTARY SCHOOL	93216
WEST MIDDLE SCHOOL	93212
ALTURA ELEMENTARY SCHOOL	93222
EAST MIDDLE SCHOOL	93232
LYN KNOLL ELEMENTARY SCHOOL	93237
WILLIAM SMITH HIGH SCHOOL	93228
JEWELL ELEMENTARY SCHOOL	93254
COLUMBIA MIDDLE SCHOOL	93267
LANSING ANNEX	93218
FACILITIES	16022788
GATEWAY HIGH SCHOOL	93250
RANGEVIEW HIGH SCHOOL	93265
SIDE CREEK ELEMENTARY SCHOOL	93270
VASSAR ELEMENTARY SCHOOL	93269
ARKANSAS ELEMENTARY SCHOOL	93294
AURORA CENTRAL HIGH SCHOOL	93215
PEORIA ELEMENTARY	16028348
HINKLEY HIGH SCHOOL	93233
LAREDO ELEMENTARY SCHOOL	93234
SOUTH MIDDLE SCHOOL	93238
WHEELING ELEMENTARY SCHOOL	93247
IOWA ELEMENTARY SCHOOL	93295
K8 AT MURPHY CREEK	16028347

**18. Ineligible Participating Entities**

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix
---------------------------------	-----------	--------

**Block 5: Certification and Signature**

19. ☒ I certify that the applicant includes:(Check one or both.)

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C.Secs.7081(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library

Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

**20. ☒ I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):**

- a. ☒ individual technology plans for using the services requested in the application, and/or**
- b. ☒ higher-level technology plans for using the services requested in the application, or**
- c. ☒ no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only**

**21. ☒ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the status and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.**

**22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.**

**23. ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.**

**24. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity (ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.**

**25. ☒ I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.**

**26. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.**

**27. Signature of authorized person: ☒**

**28. Date (mm/dd/yyyy): 12/12/2007**

**29. Printed name of authorized person: John M Mellon**

**30. Title or position of authorized person: Manager, Telecommunications**

**31a.** Address of authorized person: **82 Airport Blvd**

City: **Aurora** State: **CO** Zip: **80011**

**31b.** Telephone number of authorized person: **(303) 326 - 1932**

**31c.** Fax number of authorized person: **(303) 3262010**

**31d.** E-mail address number of authorized person: **JMMELLON@APS.K12.CO.US**

**31e.** Name of authorized person's employer: **Aurora Public Schools**

**Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at [www.sl.universalservice.org](http://www.sl.universalservice.org) or call the Client Service Bureau at 1-888-203-8100.**

**NOTICE:** Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470  
P.O. Box 7026  
Lawrence, Kansas 66044-7026  
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms  
ATTN: SLD Form 470  
3833 Greenway Drive  
Lawrence, Kansas 66046  
1-888-203-8100**

November 2004

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